

REMARKS

Reconsideration of the application is requested.

Claims 1-5, 7-11, 13, and 14 remain in the application. Claims 1-5, 7-11, 13, and 14 are subject to examination. Claims 1 and 7 have been amended.

Under the heading “Claim Rejections – 35 USC § 103” on page 2 of the above-identified Office Action, claims 1, 7 and 14 have been rejected as being unpatentable over U.S. Publication No. 2002/0107820 A1 to Huxter in view of U.S. Publication No. 2005/0015349 A1 to Mayer et al. further in view of U.S. Publication No. 2005/0192913 A1 to Lubart under 35 U.S.C. § 103. Applicant respectfully traverses.

Support for the changes is inherent in claims 1, 6, 7, and 12 as originally filed.

The changes to claims 1 and 7 are merely made for clarifying that said scanned TAG ID specific to the post is directly used for consulting the database for an “expiration-check” of said scanned, specific TAG ID.

Applicant will first review the claimed invention. The invention relates to a forwarding of post with guarantee of payment from the post's recipient in case of the forwarding. The main aspects of the invention are:

- (a) The invention uses a TAG ID specific to a post. Such a specific ID is provided on an address face of a post and will be read by scanning the address face of the post;
- (b) The invention uses a database for records related to the scanned, specific TAG ID, wherein the records contain information indicating if the scanned TAG ID specific to the post is expired;
- (c) The invention scans a TAG ID provided on an address face of a post and uses the scanned, specific TAG ID for a expiration-check of this scanned, specific TAG ID - by using a database to identify if the scanned, specific TAG ID specific to the post is expired; and
- (d) If the check leads to the information that the scanned, specific TAG ID specific to the post is expired, the invention processes specific actions: automatically determining if an addressee of the post maintains a forwarding service account, and if the forwarding service account is maintained, debiting the account automatically in an appropriate amount and forwarding the post to an addressee destination address.

As a consequence of that process - a post will only be forwarded if:

- (i) If the scanned, specific TAG ID specific to the post is expired; and
- (ii) If the addressee of the post maintains a forwarding service account and the forwarding service account is maintained.

Only if conditions (i) and (ii) are met, will the following be performed:

- (iii) debiting the account automatically in an appropriate amount.

This process according to the invention guarantees the “payment” from the post's recipient in case of forwarding.

Now applicant will discuss the prior art in relation to the claimed invention.

First, Applicant believes the Examiner has made a clear error in alleging that HUXTER discloses a method for forwarding post.

Forwarding post means a redirection of mail to an addressee's new address.

The Examiner can refer to paragraphs [0002], [0003], [0004] of applicant's published application for clarification on the meaning of forwarding post.

[0002] The present invention relates to the field of article handling and more particularly to a system and method for redirecting articles with advanced payment or guarantee of payment from the article's recipient.

[0003] Mail redirection, commonly known as forwarding, entails the redirecting of post to an addressee's new address. A common initiation of this process is the handwriting of a new address across the address face of a mail piece. The mail piece is then redeposited into the mail stream for a second delivery to the hand written address. New postage is normally not affixed to the mail piece, nor is the mail piece normally

opened. These steps are depicted in FIG. 1. This process is also referred to as Ad Hoc Forwarding.

HUXTER discloses a system and a method to deliver goods ordered by a customer to a collection point (APC Site). Redirecting articles due to the change of an address of a customer and/or a new address of a customer could not be facilitated by HUXTER. This is clearly true since HUXTER teaches that once goods are ordered by a customer, the goods will be delivered to a APC Site. These ordered goods are not delivered to a customer's address. Therefore redirecting articles cannot be facilitated by HUXTER, nor is a need to do so in HUXTER.

Therefore, it is clear that HUXTER does not disclose a method for forwarding post.

Second, HUXTER fails to disclose the following limitation of claim 1: consulting a database for records related to the scanned TAG ID specific to the post while using the scanned TAG ID specific to the post.

Claim 7 has a corresponding means for performing such a step, and such means is also not disclosed by HUXTER.

The delivery system disclosed in HUXTER comprises different procedures/processes, i.e. a delivery procedure for delivering ordered goods to

the APC site, and a collection expiry process for sending ordered goods that have not been retrieved from the APC Site back to an etailer.

While delivering goods ordered by a costumer to a APC Site, the deliverer will scan a package address of the goods for a Parcel ID specific to the goods. A valid Parcel ID entered in a Central Console opens a locker of the APC Site and prompts the deliverer to place the goods inside (HUXTER, [0192], [0193]).

In relation to that delivery procedure there is no teaching of an expiration-check on basis of the scanned ID. An expiration check at that time would not make any sense, because goods delivered to the APC Site could not be overdue.

As part of a daily processing routine of the expiration process, the system described in HUXTER checks all deliveries and identifies all the deliveries that are overdue in a defined period of time. Then, the Central Console marks the Parcel IDs of these packages/goods as expired on its orders database. The goods that are overdue are sent back to the etailer (HUXTER, [0206], [0207]). The text of these paragraphs is copied below.

"[0206] As part of its daily processing routine, the Application Server identifies all deliveries that are within 24 hours of the end of the free collection time and sends each customer 400 a message, via their preferred communication channel, warning them that they will be liable to a charge if their goods are not collected within the next day. At step

503 the Application Server checks to see, for each delivery identified in step 502, if the Customer 400 has retrieved the goods. If they haven't the LSM marks the order as overdue and applies a fee every day for the remainder of the chargeable extension period or until the Customer 400 collects their goods, whichever is the sooner. If the Customer 400 collects their goods before the end of the chargeable extension period they must pay the overdue amount before the appropriate locker door is opened, as described in Collect Goods 400.

[0207] When the chargeable extension ends the CENTRAL CONSOLE marks the Parcel ID of that package as expired on its orders database and send a message to the Application Server via the LSM. In step 509 the Application Server looks up the Customer 400's account based on the Parcel ID and sends a message to the Customer 400, via their preferred channel, telling them that their order has expired and will be sent back to the etailer 700. As part of its daily processing routine the Application Server produces a list of all expired Parcel IDs by ACP Site 900 and sends notification to the relevant delivery companies that return collections are required.

That means that HUXTER checks all deliveries – unspecific of a specific case - for being in time or overdue for a defined period of time in a daily process routine. HUXTER does not use a scanned, specific ID for/in a specific case or

a specific expiration-check for a specific ID. Finally HUXTER updates the database by marking Parcel IDs of packages as expired on its orders database.

Therefore it is clear that contrary to the allegation of the Examiner, HUXTER does not disclose the limitation of consulting a database for records related to the scanned TAG ID specific to the post while using the scanned TAG ID specific to the post.

Third, HUXTER fails to disclose the following limitations of claim 1: If the scanned TAG ID specific to the post is expired:

automatically determining if an addressee of the post maintains a forwarding service account, and  
if the forwarding service account is maintained, debiting the account automatically in an appropriate amount and forwarding the post to an addressee destination address.

Claim 7 includes:

means for automatically determining if an addressee of the post maintains a forwarding service account if said TAG ID specific to the post is expired, and

means for automatically debiting said account in an appropriate amount and forwarding the post to an addressee destination address if said forwarding service account is maintained and if said TAG ID specific to the post is expired.

Contrary to the allegations of the Examiner, HUXTER does not disclose the limitations of claims 1 and 7 that are copied immediately above.

In contrast to the limitations of claims 1 and 7 that are copied above, HUXTER, merely discloses returning goods when goods are overdue.

Neither MAYER ET AL. nor LUBART disclose the limitation of consulting a database for records related to a scanned TAG ID specific to the post while using the scanned TAG ID specific to the post.

MAYER ET AL. discloses forwarding shipments that have exceeded the storage period (MAYER ET AL., [0138]). All shipments that have exceeded the storage period will be listed automatically by MAYER ET AL. There no teaching in MAYER ET AL. relating to a specific expiration-check using a specific, scanned ID for consulting a database with the specific, scanned ID.

In the prior response, applicant has discussed the teaching in LUBART relating that feature, “specific expiration-check using a specific, scanned ID for consulting a database with the specific”. As explained, LUBART does not teach such a check.

LUBART discloses a follow me mail service using registered pseudo names that are charged. However, LUBART does not disclose a TAG ID (including all

relating limitations (i.e. specific expiration-check using a scanned, specific TAGID)). Nor does LUBART disclose the limitation of automatically determining if an addressee of the post maintains a forwarding service account, and if the forwarding service account is maintained, debiting the account automatically in an appropriate amount and forwarding the post to an addressee destination address – if the TAG ID specific to the post is expired.

Summarizing the foregoing - neither HUXTER, MAYER ET AL., nor LUBART disclose: consulting a database for records related to the scanned TAG ID specific to the post while using the scanned TAG ID specific to the post, wherein the records contain information indicating if said scanned TAG ID specific to the post is expired. Nor do they disclose the interdependent steps of: automatically determining if an addressee of the post maintains a forwarding service account, and if the forwarding service account is maintained, debiting the account automatically in an appropriate amount and forwarding the post to an addressee destination address, if the TAG ID specific to the post is expired.

For the reasons given above, even if there were a suggestion to combine the teachings of HUXTER, MAYER ET AL. and LUBART, the invention as defined by claims 1 and 7 would not have been suggested.

Under the heading “Claim Rejections – 35 USC § 103” on page 5 of the above-identified Office Action, claims 2-3 and 8-9 have been rejected as being unpatentable over U.S. Publication No. 2002/0107820 A1 to Huxter in view of

U.S. Publication No. 2005/0015349 A1 to Mayer et al. further in view of U.S. Publication No. 2005/0192913 A1 to Lubart even further in view of U.S. Patent No. 6,405,243 B1 to Nielsen under 35 U.S.C. § 103. Applicant respectfully traverses.

The invention as defined by claims 2-3 and 8-9 would not have been suggested for the reasons given above with regard to the teachings in Huxter, Mayer et al., and Lubart and claims 1 and 7.

Under the heading “Claim Rejections – 35 USC § 103” on page 7 of the above-identified Office Action, claims 4, 10 and 13 have been rejected as being unpatentable over U.S. Publication No. 2002/0107820 A1 to Huxter in view of U.S. Publication No. 2005/0015349 A1 to Mayer et al. further in view of U.S. Publication No. 2005/0192913 A1 to Lubart even further in view of U.S. Patent No. 6,405,243 B1 to Nielsen even more further in view of U.S. Publication No. 2002/0165729 A1 to Kuebert et al. under 35 U.S.C. § 103. Applicant respectfully traverses.

The invention as defined by claims 4, 10 and 13 would not have been suggested for the reasons given above with regard to the teachings in Huxter, Mayer et al., and Lubart and claims 1 and 7.

Under the heading “Claim Rejections – 35 USC § 103” on page 9 of the above-identified Office Action, claims 5 and 11 have been rejected as being

unpatentable over U.S. Publication No. 2002/0107820 A1 to Huxter in view of U.S. Publication No. 2005/0015349 A1 to Mayer et al. further in view of U.S. Publication No. 2005/0192913 A1 to Lubart even further in view of U.S. Patent No. 6,405,243 B1 to Nielsen even more further in view of U.S. Publication No. 2002/0165729 A1 to Kuebert et al. even further in view of U.S. Publication No. 2004/0020978 A1 to Webb under 35 U.S.C. § 103. Applicant respectfully traverses.

The invention as defined by claims 5 and 11 would not have been suggested for the reasons given above with regard to the teachings in Huxter, Mayer et al., and Lubart and claims 1 and 7.

It is accordingly believed to be clear that none of the references, whether taken alone or in any combination, either show or suggest the features of claim 1 or claim 7. Claims 1 and 7 are, therefore, believed to be patentable over the art. The dependent claims are believed to be patentable as well because they all are ultimately dependent on claim 1 or claim 7.

In view of the foregoing, reconsideration and allowance of claims 1-5, 7-11, 13, and 14 are solicited.

In the event the Examiner should still find any of the claims to be unpatentable, counsel would appreciate receiving a telephone call so that, if possible, patentable language can be worked out.

Please charge any fees that might be due with respect to Sections 1.16 and 1.17 to the Deposit Account of Lerner Greenberg Stemer LLP, No. 12-1099.

Respectfully submitted,

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